

the roadway, strategically dividing a number obtained by rolling the dice, between simulated vehicles, landing the simulated vehicles on stores, purchasing the simulated materials, fulfilling contracts with a winner of the game declared when one of the plurality of players attains a predetermined dollar value.

A clean copy of the Claim is attached hereto as Exhibit 3.

### **REMARKS**

The Examiner rejected Claim 1. Claim 1 has now been amended and is now the pending claim.

The Examiner objected to the drawings on various grounds. Applicant is submitted herewith new Figures 3 to 10 to comply with the Examiner's objection. It is respectfully requested that the examiner withdraw the objection to the drawings.

The examiner also objected to the specification for reciting a Figure 3 in the Brief Description of the Drawings and for failing to include reference numerals corresponding to the items in the drawings. Applicant is submitting a new Figure 3 and has revised the specification to cure the informalities. The new Specification in marked-up format is attached hereto as Exhibit 1 and in clean format as Exhibit 2. No new matter has been added by the enclosed drawings and revised specification. Thus, Applicant respectfully requests that the Examiner withdraw the objection to the specification.

The Examiner rejected Claim 1 under 35 U.S.C. § 112 ¶ 2 due to the use of the phrase "such as." Applicant has now amended Claim 1 to eliminate the offending phrase and respectfully requests that the Examiner withdraw this rejection.

The Examiner also rejected Claim 1 under 35 U.S.C. § 103 as being unpatentable over Hall (U.S. Patent 4,386,778) in view of Whitney (U.S. Patent 5,456,573). As explained below, Applicant's invention as claimed in Amended Claim 1 is patentably distinct from the cited references.

The present invention is directed to a game, primarily for entertainment, directed to running a business involving general construction not highway construction. The present invention requires strategy between players not merely a race around a board as in the cited prior art. The game board as set forth in Amended Claim 1 is unique in that it simulates an actual roadway with u-turn capabilities and address locations. The present invention allows the player to utilize a random number selection device, i.e. dice, and move a truck or trucks around the roadway in a strategic fashion by dividing the chosen number between trucks if appropriate and by choosing the direction on the roadway. The object of the game of the present invention is for a player to accumulate the most money.

With respect to Whitney, the object of that game is to complete a sequence of operations and not to accumulate a pre-determined amount of money. The game of Whitney is limited to highway construction not a general construction business method game. Further, the game board of Whitney has two tracks and a random number selector that dictates the outcome and forces the player to move its piece a designated number of spaces only. It does not disclose simulated roadways and the ability to strategically divide the random number between simulated vehicles.

Hall is likewise distinguishable in that the Board disclosed in Hall does not contain a simulated roadway. In addition, it does not allow for strategically dividing up the determined random number between a number of trucks.

Applicant respectfully submits that amended Claim 1 is patently distinct from Whitney or Hall either alone or in combination. Thus, Applicant respectfully requests that the Examiner allow pending Claim 1 as amended.

**Respectfully Submitted,**

June 21, 2005

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**EXHIBIT 1**



**BUSINESS METHOD BOARD GAME**  
**AND METHOD FOR PLAYING THE SAME**

**BACKGROUND OF THE INVENTION**

The present invention is directed to a novel board game and method for playing the same. The game of the present invention is directed to a business method for bidding on and performing contractor jobs. As detailed below, the object of the game is for a player to accumulate \$300,000.00 in cash.

**SUMMARY OF THE INVENTION**

A method for engaging in a business method board game adapted to be played by a plurality of players comprising the steps of providing a game board adapted for a particular business method of bidding on and fulfilling construction contracts; providing implements to be used in performing the business method in connection with game board, wherein the implements comprise dice, playing cards, vehicles such as trucks, script representing money, parts representing materials, bid boards and tabs with dollar amounts that clip or attach to cards; and engaging in a construction bidding business method game according to pre-determined rules.

**BRIEF DESCRIPTION OF THE DRAWINGS**

Figure 1 is a plan view illustrating the board game for use in the present invention.

Figure 2 is an alternate plan view illustrating the present invention.

Figure 3 [illustrates the various cards used in the present invention] is a plan view illustrating a component for use with the present invention.

Figure 4 is a plan view illustrating a component for use with the present invention.

Figure 5 is a plan view illustrating a component for use with the present invention.

Figure 6 is a plan view illustrating a component for use with the present invention.

Figure 7 is a plan view illustrating a component for use with the present invention.

Figure 8 is a plan view illustrating a component for use with the present invention.

Figures 9A through 9VV illustrate Bid Cards used in the game.

Figures 10A through 10DD illustrate other cards used in the game.

### **DETAILED DESCRIPTION OF THE INVENTION**

The object of the game is to accumulate \$300,000 cash. Money is earned by successfully bidding on construction jobs and then satisfying the terms of the contract in order to receive payment, including profit. As a minimum, two players are required for the game, but up to six players may participate.

The playing board 10 for the game is illustrated in Figure 1. The rules of the road for the game will now be explained by reference to this Figure 1.

The game begins by naming one player, or a separate person who is not a player, to be the banker. Each player selects a color and starts with two trucks 108. Each player selects a home address on the game board 10 and places his/her trucks 108 there. Each

player starts with \$50,000 in the following denominations: one (1) \$20,000.00 bill, two (2) \$10,000.00 bills, one (1) \$5,000.00 bill and five (5) \$1,000.00 bills.

During the game, players must keep their cash exposed to the view of the other players. At any time in the game, any player may ask another what their total cash amount is and that player must answer honestly. Each player has a bid board 110. Each player rolls one dice and the player with the highest roll goes first. Play then rotates to the left. The players must remember which player went first as the remaining players get one last turn when a player achieves \$300,000.

The player rolls as many dice as he/she owns trucks 108. Players are allowed to make transactions at any time during their turn, including before they roll the dice, after rolling the dice but before moving any trucks 108, after moving any and all of the dice amounts, and at the end of their turn. The player's turn is over when all dice have been used and the player states that he/she wishes to make no more transactions. For example, a player may use one die to move a truck 108 to land on a [bid] space marked bid on the board 108, at which time bids will be taken, and then proceed to use another die, and so on. Six dice are provided and the player rolls the appropriate number of die one time at the start of a turn. There is no need to roll the die more than once on any given turn.

As shown in Figure 1, trucks 108 must travel on the right side of the road. The trucks 108 may cross dotted lines but never solid lines. No more than two trucks 108 may occupy a road space at any one time. If a player lands on a road space already occupied by two trucks 108, his/her truck 108 must land on the next road space directly ahead.

Each dice rolled can be used by the player to move any truck 108. For example, a player with three trucks 108 can move each truck 108 one dice amount, or one truck 108 one dice amount and one truck 108 two dice amounts, or one truck 108 all three dice amounts. Dice amounts must be used as whole and can never be split.

Exact rolls of the dice are not required to land on a store or address space on the board 10. For example, if a roll of three is required to reach such a destination, and a five is rolled, that truck 108 may proceed to that destination. However, the remaining amount from that die is forfeited and cannot be used for any other purpose. Any truck 108 that reaches a store or address space 'lands' there. At no time can a player use a store or address space as an interim space in a move. The players may only land on address spaces for which they have a contract, or on their selected home address. Exact rolls are required to land on bid or card spaces.

When a truck 108 moves two dice amounts without stopping, the player does not 'land' on the space that is the first die amount, he/she only 'lands' on the final space.

The following describes the transactions that can occur during the game:

**PURCHASING ADDITIONAL TRUCKS 108:** The players may purchase additional new trucks 108 at a cost of \$25,000. The maximum number of trucks 108 that each player may own is six. To purchase a new truck 108, a player pays the bank \$25,000 and the truck 108 is placed at his/her home address.

**PURCHASING MATERIALS:** A player must land on the appropriate store in order to purchase materials. The various materials 100, 102, 104, 106 are illustrated in Figures 3, 4, 5 and 6. Figure 3 illustrates plumbing materials 100. Figure 4 illustrates electrical materials 102. Figure 5 illustrates concrete 104. Figure 6 illustrates lumber 106. Each



truck 108 can carry a maximum of twenty units of material. Each unit of material costs \$1,000. When ten units are purchased at one time, a 10% discount applies and the player pays \$9,000 for the ten units. When a player lands on a store space, he/she does not have to purchase materials at that time. The players may purchase materials during any turn when the player's truck 108 resides on that store space. The player then places the materials on that truck. 108

**DELIVERING MATERIALS:** When a player lands on an address space for which he/she has a contract, that player may immediately unload the materials needed for the contract.

**FULFILLING A CONTRACT:** As soon as all the materials listed on the contract are delivered by the player to the contract address, the contract is turned into the bank. The bank verifies that the contract is filled, and pays the player the BID AMOUNT. The materials accumulated by the player for that job are then returned to the store stocks.

**BIDS:** When a player lands on a bid space on the board shown in Figure 1, the top bid card is turned over for all players to see. The bid cards 110A through 110VV are illustrated in Figures 9A through 9VV. Each bid card has a base amount, a list of required materials, and an address. The base amount is the total cost of the materials. Materials are listed as whole numbers of units, and each unit costs \$1,000. Each player must decide, in complete secret, what he/she will bid for this job and write that amount on his/her bid board. The bid amount is the amount that the job would be contracted for. All bid amounts must be in whole thousands of dollars. When all players have written their amounts, all players simultaneously expose their bid amounts for all to see. As an alternative, the players may opt to use a timer if they want to limit bidding time. The

lowest bidder is awarded the job at his/her bid amount. The amount is attached to the bid card, thus forming a contract which is given to that player. This player must then deliver all the materials listed on the contract to the address on the contract. When he/she completes delivery, he/she is awarded the contract amount, or the amount he/she bid on the job.

A player must have at least the base amount of money on the bid card in his/her possession in order to bid. If he/she does not, he/she cannot bid on that job. Players with at least the base amount of cash on hand must bid. The maximum allowable bid is three times the base amount.

The minimum allowable bid is equal to the base amount. However, it would not be wise to bid at the base amount because the player would have to do all the work to fulfill the contract and would then receive the same amount he/she spends on materials. Thus, the player would make no profit for all his/her work on the job. In rare cases where a player holds discount cards or has leftover materials, he/she may wish to bid the minimum allowable bid amount.

The average bid is two times the base amount. For example, for a job with a \$50,000 base amount, the average bid is \$100,000. This represents a reasonable profit for purchasing all the materials and providing all the labor to deliver them to the job site and fulfill the contract.

No player can ever share his/her bid, or in any way indicate his/her bid, to any other player before all the bids are simultaneously exposed. This would be considered cheating and is absolutely forbidden.

The maximum number of contracts any player may possess at one time is three. When a player possesses three contracts, he/she may not bid on any new jobs.

In the case of a tie for the lowest bid, each tied player rolls one dice and the highest dice wins the contract at the amount he/she bid.

**CARDS:** When a player lands on a card space, he/she must turn over the top card and immediately do whatever the card says. The card is then placed on the bottom of the deck, except discount cards. The cards, 112A to 112DD, are illustrated in Figures 10A through 10DD.

**DISCOUNT CARDS:** Discount cards are retained by the player who draws them, for his/her use at any subsequent material purchase transaction. These cards can only be used for one purchase. In the case where a discount amounts to an amount that is not in whole thousands of dollars, that discount figure is rounded down to the nearest whole thousand amount. For example, a 50% discount applied to a \$5,000 purchase results in a \$2,000 discount for a final cost of \$3,000. Discount material offers come with free delivery. To use a discount card a player purchases the desired material amount by paying the bank, the materials are then placed at the job site the player wishes, and the card is returned to the bottom of the deck. Note that the free delivery is to one address space only. If a player wishes to apply the discount to additional materials for other locations at the time of his/her purchase, he/she must first land his/her trucks 108 to be loaded at the store space. The discount is then applied to the whole purchase and materials are placed at the one address space and in the trucks 108 at the store, accordingly.

If a player lands on a card that tells him/her to pay an amount and he/she does not have enough cash, that player must pay the bank what he/she has, bringing his/her cash total to zero, and can continue to play.

**WINNING THE GAME:** The first player to possess \$300,000 cash is the winner. When a player achieves this amount, and there are players whose turns came after that player in the first round of the game, those remaining players get one last turn. For example, if the player who went first originally achieves \$300,000, all remaining players get one last turn. If a player in a game of four who went third in the original round achieves \$300,000, then only the fourth player gets one more turn. If any other players achieve \$300,000 on their last turn, players count their money and the player with the highest total amount is declared the winner and game is over.

Those of ordinary skill in the art will recognize that the embodiments just described merely illustrate the principles of the present invention. Many modifications may be made thereto without departing from the spirit and scope of the invention as set forth in the following claims.

**EXHIBIT 2**